

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
SOUTHERN DIVISION**

IN RE:

MICHAEL ALLEN MIXSON

Debtor.

Case No. 1:20-bk-12728-SDR
Chapter 11

QUICKEN LOANS, LLC'S OBJECTION TO CONFIRMATION

COMES NOW, Quicken Loans, LLC (“Quicken”), and files this Objection to Confirmation of the Debtor’s Amended Chapter 11 Plan (the “Plan”) [Doc. 159], respectfully showing this Honorable Court as follows:

1. Quicken is the holder of a claim secured only by the Debtor’s principal residence, located at 6903 Jesse Conner Road, Chattanooga, TN 37421. *See* [Claim No. 10]. Quicken filed a claim in the amount of \$283,612.37. *Id.*
2. Quicken’s claim is provided for in the Plan in Class 4. *See* [Doc. 98] at p. 9. The proposed treatment is as follows:

3.4 Class 4-Quicken Loans. Quicken Loans (“Quicken”) (Class 4) shall be paid its Allowed Secured Claim of \$288,612.00, more or less, secured by a first lien on Debtor’s residence located at 6903 Jesse Conner Road, Chattanooga, TN 37421. Creditor’s Allowed Secured Claim shall be paid per the contract terms of \$2,010.00 per month until the Allowed Secured Claim is paid in full. This Creditor is not impaired.

3. Quicken objects to this treatment because its claim, which is secured only by the Debtor’s principal residence, cannot be modified. *See* 11 U.S.C. § 1123(b)(5).
4. Although Quicken does not believe that the Debtor is intending to modify its claim, the Plan has that effect by providing that the Debtor will pay a fixed amount of \$2,010.00 each month until the claim is paid in full. However, the Deed of Trust requires the Debtor to pay

a certain amount for escrow items each month, in addition to principal and interest. *See* [Claim No. 10-1, Part 3] at p. 6. This amount can fluctuate. *Id.* As such, the amount that the Debtor is required to pay each month will not be exactly \$2,010.00, and can more or less depending on how much must be paid for escrow items.

5. Since the Plan violates 11 U.S.C. § 1123(b)(5), it cannot be confirmed. *See* 11 U.S.C. § 1129(a)(1).

WHEREFORE, Quicken respectfully requests that this Court deny confirmation of the Plan.

Respectfully submitted, this 1st day of October, 2021.

/s/ Bret J. Chaness
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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of October, 2021, I filed the within and foregoing via CM/ECF, which will serve notice on all parties.

/s/ Bret J. Chaness
BRET J. CHANESS (BPR # 31643)